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May 23, 2000

FILED³

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MAY 23 2000

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Missouri Public
Service Commission

Re: In the Matter of the Application of Snappy Phone of Texas, Inc., d/b/a Snappy Phone for a Certificate of Service Authority to provide Basic Local and Interexchange Telecommunications Services within the State of Missouri - Case No. TA-2000-372

Dear Mr. Roberts:

Enclosed for filing please find the original plus eight (8) copies of Tariff to Provide Basic Local Telecommunication Services in the State of Missouri on behalf of Snappy Phone of Texas, Inc., d/b/a Snappy Phone, to be associated with the application of Snappy Phone's Application for a certificate of authority to provide basic local exchange and interexchange telecommunications services in Case No. TA-2000-372. This tariff has an issued date of May 23, 2000, and an effective date of July 7, 2000.

WE ARE REQUESTING EXPEDITED APPROVAL OF THIS TARIFF.

If you should have any questions concerning the enclosed materials, please do not hesitate to contact me. Thank you.

Very truly yours,

HENDREN AND ANDRAE, L.L.C.

Richard S. Brownlee, III

Richard S. Brownlee, III

By Patricia D. Perkins

RSB/s
Enclosures
cc: Office of the Public Counsel
General Counsel
Art McGee
Paul G. Lane

200001066

TITLE SHEET

Schedule of Rates, Rules, and Regulations
Governing Resale of Basic Local Service
Provided in the State of Missouri

Offered by

SNAPPY PHONE OF TEXAS, INC.

Applying generally to its authorized territories within the State of Missouri.

This tariff applies to the Company's resale of Southwestern Bell Telephone Company (SWBT) and GTE services in exchanges within the Company's certificated areas in the State of Missouri.

SNAPPY PHONE OF TEXAS, INC. IS A
COMPETITIVE TELECOMMUNICATIONS COMPANY
UNDER THE REVISED STATUTES OF MISSOURI
PURSUANT TO COMMISSION CASE NO. TA-2000.372

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By:

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6901 West 70th Street
Shreveport, LA 71129

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers – None
2. Connecting Carriers – None
3. Other participating Carriers – None

WAIVER OF RULES AND REGULATIONS

Pursuant to TA-2000-372, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

STATUTES

392.210.2	Uniform system of accounts
392.240.1	rates-rentals-service & physical connections
392.270	Property valuation
392.280	Depreciation rates
392.290	Issuance of securities
392.300.2	Acquisition of stock
392.310	Issuance of stocks & bonds
392.320	Stock dividends
392.330	Issuance of securities, debt and notes (RSMo Supp. 1999)
392.340	Reorganization

Commission Rules

4 CSR 240-10.020	Income on depreciation fund investments
4 CSR 240-30.010(2)(c)	Posting of tariffs
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-32.030(4) (c)	report filing
4 CSR 240-33.030	Minimum charges
4 CSR 240-35	Reporting of bypass and customer specific arrangements

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of basic local telecommunications services by Snappy Phone of Texas, Inc., (hereinafter "Company") with principal offices at 6901 W. 70th Street, Shreveport, LA, 71129. This tariff applies to services furnished in the State of Missouri. This tariff is on file with the Missouri Public Service Commission ("Commission"), and copies can be inspected there and at Company's principal place of business during normal business hours.

Snappy Phone of Texas, Inc. is a reseller of residential telephone service, selling on a pre-paid basis only. Target markets are consumers with credit problems who cannot obtain conventional telephone service, those who need to know exactly how much their phone bill will be each month, i.e. those on fixed incomes, and those who need service for shorter periods of time, such as students and military personnel..

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting in an Increase to a Customer's Bill
- M - Moved from another Tariff Location
- N - New
- R - Change resulting in a Reduction to a Customer's Bill
- T - Change in Text or Regulation, but no change in Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering: Sheet numbers appear in the upper right corner page. Sheets are numbered sequentially; however, new sheets are occasionally added to the tariff. When a new sheet is added between already in effect, a decimal is added. For example, a new sheet add between pages 11 and 12 would be 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper corner of each sheet where applicable. These numbers are used to the most current page version on file with the Commission. For example Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check the sheets currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Snappy Phone to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Missouri Public Service Commission

Company or Snappy Phone - Used throughout this tariff to mean Snappy Phone of Texas, Inc. a Texas Corporation.

Customer - The person or other legal entity which orders the services and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The customer gains entry to the Company's services by a direct path from the customer's location to the company's point of presence.

Resp. Org. - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

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Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, meters, or other similar communications.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to local resale telecommunications services provided by Snappy Phone for telecommunication between points within the State of Missouri. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company shall provide service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Commission. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service.

Additionally, Snappy Phone shall be responsible for the marketing practices of its contracted dealers and for their compliance with this provision. Snappy Phone understands that violation of this provision could result in a rule to show cause to the withdrawal of its certification to complete local telecommunications traffic within the State of Missouri.

In accordance with interconnection agreements with Southwestern Bell and GTE, Snappy Phone will provide intrastate telecommunication services in the following exchanges:

Adrian	Advance	Agency	Altenburg-Frohna
Antonia	Archie	Argyle	Armstrong
Ash Grove	Beaufort	Bell City	Belton
Benton	Billings	Bismarck	Bloomfield

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Bloomsdale	Blue Springs	Borme Terre	Boonville
Bowling Green	Bridgeton	Brookfield	Carndenton
Campbell	Cape Girardeau	Cardwell	Carl Junction
Carolton	Carthage	Charleston	Chesterfield
Chillicothe	Clarksville	Clever	Climax Springs
Creve Couer	Deering	Dekalb	Delta
DeSoto	Dexter	Downing	East Prairie
Edina	Eldon	East Independence	Elsberry
Essex	Eureka	Excelsior Springs	Fair Grove
Farley	Farmington	Fayette	Fenton
Ferguson	Fisk	Festus-Crystal City	Flat River
Florissant	Frnakford	Fredericktown	Freeburg
Fulton	Gideon	Gladstone	Glasgow
Grain Valley	Gravois Mills	Gray Summit	Greenwood
Hannibal	Harvester	Herculaneum-Pevely	Hayti
Higbee	High Ridge	Hillsboro	Holcomb
Homersville	Imperial	Independence	Jackson
Jasper	Jopbn	Kansas City Metro	Kennett
Kirksville	Kirkwood	Knob Nester	Ladue
Lamar	Lancaster	Lake Ozark-OsageBeach	Leadwood
LaMonte	Lee's Summit	Liberty	Lilbourn
Linn	Lockwood	Louisiana	Macks Creek
Maiden	Manchester	Marble Hill	Marceline
Marionville	Marshall	Marston	Maxville
Mehlville	Meta	Mexico	Moberly
Monett	Morehouse	Montgomery City	Nashua
Neosho	Nevada	New Franklin	New Madrid
Nixa	Oak Ridge	Oakville	Old Appleton
Oran	Overland	Pacific	Parkville

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Patton	Paynesville	Pocohontas-New Wells	Pierce City
Perryville	Pond	Portage Dex Sioux	Popular Bluff
Portageville	Puxico	Quilin	Raytown
Republic	Richmond	Richwoods	Risco
Riverview	Rogersville	Rushville	St. Charles
St. Clair	St. Joseph	St. Louis Metro	St. Mary
St. Genevieve	San Antonio	Sappington	Scott City
Sedalia	Senath	Sikeston	Slater
Smithville	S. Kansas City	Springfield Metro	Spanish Lake
Stanberry	Stafford	Tiffany Springs	Trenton
Tuscumbia	Union	Valley Park	Versailles
Vienna	Walnut Grove	Warden	Ware
Washington	Webb City	Webster Groves	Wellsville
Westphalia	Willard	Wyatt	

2.1.1 The services provided by Snappy Phone are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.

2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by Snappy Phone and do not apply, unless otherwise specified, to the lines, facilities or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Snappy Phone.

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2.2 Use of Services

- 2.2.1 Snappy Phone's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2
- 2.2.2 The use of Snappy Phone's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Snappy Phone's services without payment for service or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Snappy Phone's services are available for use 24 hours per day, seven days per week.
- 2.2.5 Snappy Phone does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Snappy Phone's services may be denied for nonpayment of charges or for other violations of this tariff, subject to Section 2.5.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused solely by the Underlying

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- Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the monthly service charge for the period during which the call was affected. No other liability in any event shall attach to the Company
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

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2.3.7 The remedies set forth herein are excluding and in lieu of all other warranties and remedies, whether express, implied, or statutory, **including without limitation implied warranties of merchantability and fitness for a particular purpose.**

2.3.8 With respect to Emergency 911 Service:

- A. Snappy Phone is obligated to supply the E-911 service provider in the Company's service area (the E-911 Service Provider) with accurate information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to this tariff.
- B. At the time Snappy Phone provides basic local service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, Snappy Phone will be obligated to make the necessary equipment or facility additions in the E-911 service provider's equipment in order to accurately and properly update the database for E-911.
- C. At the time Snappy Phone provides basic local service by means of its own cable pair or over any other exclusively owned facility, the Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. Snappy Phone recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by Snappy Phone.
- D. Snappy Phone will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310.

2.4 Rights and Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

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- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Snappy Phone on the Customer's behalf.
- 2.4.3 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.
- 2.4.4 All customers of Snappy Phone will receive the following statement, at the time service is established, regarding their rights and responsibilities.

Rights and Responsibilities

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential telephone customer.

You'll receive a bill each month at least 21 days in advance of your due date. Snappy Phone provides basic residential telephone service on a prepaid basis and payment in full is due on your due date. Snappy Phone does not require a deposit for service. Your service is subject to disconnection if the bill is not paid within 21 days of receipt of your bill.. When paying by mail be sure to allow enough time for your payment to reach our office by the due date.

Payments should be made at one of our Agent locations or may be mailed to Snappy Phone directly. Payments made at Agent locations should be made by cash or money order. Never mail cash to Snappy Phone.

Your telephone service is subject to disconnection for any of the reasons below:

- 1) Nonpayment of an undisputed delinquent account. Snappy Phone will notify you in writing at least ten days in advance of disconnection. Snappy Phone will also make a reasonable effort to contact you 24 hours in advance of disconnecting service.**

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- 2) **Unauthorized use of telephone equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction of such equipment.**
- 3) **complaint. Refusal to permit inspection, maintenance, or replacement of telephone equipment, with reasonable notice.**
- 4) **Misrepresentation of identity in obtaining telephone service.**
- 5) **Incurs charges and evidences an intent not to pay such charges.**

If service has been disconnected, Snappy Phone will restore service when the reason for disconnection is remedied. The following will be required:

- 1) **Payment of all undisputed amounts must be received by Snappy Phone.**
- 2) **Installation/reconnect charges must be paid if service has been disconnected.**

Inquiries and complaints may be directed to Snappy Phone by telephone at

1-888-913-9565 or in writing to Snappy Phone of Texas, Inc., P. O. Box 29620, Shreveport, LA, 71149.

If a complaint cannot be resolved by Snappy Phone, you may call the Missouri Public Service Commission, toll free, at 1-800-392-4211 to file an informal complaint.

If the complaint cannot be resolved informally, you may file a formal complaint in writing with the Missouri Public Service Commission at P. O. Box 360, Jefferson City, Missouri, 65102.

Also, the Missouri Office of Public Counsel, representing the public before the Public Service Commission, has an office at 301 West High Street, 2nd floor, Jefferson City, MO, 65101. Their telephone number is (573) 751-4857.

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2.5 Cancellation or Interruption of Services

- 2.5.1.A Without incurring liability, Residential Service may be discontinued for any of the following reasons:
- 1) nonpayment of an undisputed delinquent charge
 - 2) unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction on such equipment.
 - 3) failure to substantially comply with terms of a settlement agreement.
 - 4) refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment.
 - 5) material misrepresentation of identity in obtaining telephone service.
 - 6) as approved by federal or state law.

Without incurring liability, Snappy Phone may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff operation of Customer and Snappy Phone's equipment and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

Snappy Phone of Texas, Inc. also adheres to the following:

- 1) Residential service may not be discontinued by Snappy Phone for failure to pay charges not subject to the Missouri Public Service Commission's jurisdiction unless specifically authorized in Snappy Phone of Texas, Inc.'s tariffs approved by the Commission.
- 2) Residential service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of Snappy Phone are not

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available to facilitate reconnection of service or on a day immediately preceding such day.

- 3) Residential customers shall have a minimum of 21 days from the rendition of a bill to pay the charges stated.
- 4) At least 24 hours preceding a discontinuance, Snappy Phone shall make reasonable efforts to contact the customer to advise them of the proposed discontinuance and what steps must be taken to avoid it..
- 5) Notices of discontinuance shall contain the following information:
 - a) name, address and telephone number of the customer
 - b) a statement of the reason for the proposed discontinuance and the cost to the customer for reconnection
 - c) the date after which service will be discontinued without appropriate action taken
 - d) how a customer may avoid the discontinuance
 - e) the customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full
 - f) the telephone number where the customer may make an inquiry
 - g) a statement that this notice will not be effective if the charges involved are part of an unresolved dispute
 - h) a statement of the exception for medical emergency as follows:

Residential Medical Emergency Snappy Phone will postpone a discontinuance for a time not in excess of 21 days if telephone is necessary to obtain emergency medical assistance for a person who is a member of household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide Snappy Phone with reasonable evidence of such necessity.

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2.5.2 The Customer may terminate service upon thirty (30) days written or oral notice for the Company's standard month-to-month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service.

2.6 Credit Allowance

The Customer will receive credit for service interruption beginning when the customer reports the interruption to Snappy Phone's Customer Service Department and end when service is restored to the demarcation point. Credits for interruptions that are reported during non-business hours are calculated in the same manner.

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

2.9 Payment and Billing

2.9.1 Service is provided and billed on a cycle billing basis, beginning on the date that service becomes effective, with bills received by the customer on or about the same date each month. Billing is payable upon the same date each month.

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- 2.9.2 Snappy Phone will not alter the residential billing cycle unless affected customers are sent a written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. No notification is required when a customer requests a number or billing change or when the customer disconnects and reconnects service or transfers service from one premises to another.
- 2.9.3 Snappy Phone allows residential customers at least 21 days from receipt of their bill to pay billed charges.
- 2.9.4 Snappy Phone charges a \$10.00 Line Reservation fee for delinquent residential balances.
- 2.9.5 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company, orally or in writing, within 30 days from rendering of their bill. Credits, refunds, or adjustments shall be granted only if demand therefor is received by the Company, supported by sufficient documentation to enable investigation of the disputed amount, in writing within such limitation period.
- 2.9.6 Snappy Phone sets forth the following on residential bills:
- A. The number of access lines for which charges are stated
 - B. The beginning and ending dates of the billing period
 - C. The date the bill becomes delinquent
 - D. The total amount due, including the amount for basic service and any unpaid balance
 - E. An itemization of the amount due for taxes, franchise fees, Relay Missouri surcharges, 911 surcharge and other surcharges as may be appropriate
 - F. A telephone number where inquiries may be made.
- 2.9.7 Snappy Phone provides each customer written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted at the inception of the contracted service.

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2.10 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the court.

2.11 Taxes

All federal, state and local taxes, assessments, surcharges, and fees, including sales taxes, use taxes, gross receipts taxes and municipal utilities taxes are billed as separate line items and are not included in the rates quoted herein. All charges and fees subject to MOPSC jurisdiction, except taxes and franchise fees, will be submitted to the MOPSC for prior approval.

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SECTION 3 – DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 The total monthly charges for basic local service, with additional charges for custom calling features when applicable, is a fixed monthly amount and entitles subscribers to an unlimited number of calls to all exchange access lines within the local calling area.

3.1.2 The following Custom Calling Features are available as requested:

- A. Call Forwarding- allows calls to automatically ring to another phone number.
- B. Call Waiting- allows customer to be notified of an incoming call while the customer is speaking with another party.
- C. Three-way Calling- allows addition of a third party to a conversation.
- D. Non -published Number- allows customer to keep his local phone number out of the phone book or directory assistance.
- E. Call Return- A function that allows the customer to redial the last number to call his number, whether the call was answered or not.
- F. Speed Dialing- Allows automatic dialing by the end user by simply entering an appropriate code.
- G. Local optional Service- extends the local calling area to all exchanges covered by the SWBT extended calling area service.

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H. Caller I.D.- enables the customer to view on a display unit the Calling Party Directory Name and/or Number on incoming telephone calls.

When a Caller ID is activated on a customer's line, the CPN of incoming calls are displayed at the Called CPE during the first, long silent interval of the ringing cycle.

Per line blocking for the blocking of CPN will be available upon request, at no charge, to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Snappy Phone.

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3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

6901 West 70th Street
P.O. Box 19360
Shreveport, LA 71149
1-888-424-5588

Any objection to billed charges should be reported promptly to Snappy Phone. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. If over-billing of a subscriber occurs, due to either Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount over-billed. In the event that the Company willfully overcharged any Customer, the Company shall refund the difference plus interest as prescribed by the Commission.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address and telephone number:

State of Missouri
Public Service Commission
P.O. Box 360
Jefferson City, MO 65102
1-573-751-3234

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3.3 Level of Service

A customer can expect end-to-end network availability of not less than 99% at all times for all services.

3.4 Service Offerings

3.4.1 1+ Dialing

Snappy Phone offers local residential service only and restricts all 1+ dialing. Additionally, Snappy Phone employs the use of customized code restrictions which permit local calls, non-chargeable calls such as repair service, emergency numbers (911) and 800 calling. Types of calls that are restricted are 0-,0+,DDD 1+, 1+900. 1+555-1212 and 1+NPA-555-1212,411,976,IDDD01 and IDDD011+.The Company shall not be liable to any person for damages of any nature or kind arising out of, resulting from, or in connection with the provision of Customized Code Restrictions.

3.4.2 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations. All promotional offerings will receive Commission approval prior to commencement of such offerings.

3.4.3 Special Service Fees

Fees will be charged for special activities initiated by the customer. Transfer of service from one location to another, number changes and changes in the calling features utilized by the customer (i.e. addition of call waiting) are examples of such fees itemized in Snappy Phone's rate schedule.

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SECTION 4 - CURRENT RATES

The rates for local service and custom calling services are outlined below:

Local Phone Service**Rate schedule 4.B****Southwestern Bell Markets****Monthly Charges**

Basic Service	\$39.95
Custom Calling Features (Monthly)	
Call Forwarding	\$ 5.00
Call Waiting	\$ 5.00
Three-Way Calling	\$ 5.00
Non-published Number	\$ 5.00
Speed Dialing	\$ 5.00
Call Return	\$ 8.00
Caller ID	\$10.00
Local Optional Service	\$20.00
Inside Wiring	\$ 4.99

Service Initiation Charges

Activation Fee	\$20.00
Transfer	\$39.95
Number Change	\$30.00
Calling Feature	\$25.00

4.1 Universal Service Fund Assessment & Presubscribed Interexchange Carrier Charge

The Customer will be assessed a monthly Federal Universal Service Fund contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative

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Company (or any successor). A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

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